

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

CHAMBERS OF  
J. FREDERICK MOTZ  
UNITED STATES DISTRICT JUDGE

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February 7, 2006

Memo To Counsel Re: Metropolitan Management Co., et al. v. The Hertz Corp.  
Civil No. JFM-05-3282

Dear Counsel:

I have reviewed the memoranda submitted in connection with plaintiffs' motion to remand.

Plaintiffs have specified in the complaint they filed in state court that they are seeking less than \$75,000. Therefore, removal was "proper only if the defendant can prove to a 'legal certainty' that the plaintiff[s] would actually recover more than that if [they] prevailed." *Momin v. Maggiemoo's Int'l L.L.C.*, 205 F. Supp. 2d 506, 509 (D. Md. 2002). Here, in light of the fact that plaintiffs have disavowed any intention to recover more than the \$74,000 claimed in its addendum clause, the "legal certainty" standard cannot be met.

In the event that plaintiffs subsequently were to move to increase their addendum clause to seek damages in excess of \$75,000 after the one year period for defendant to file a removal petition has expired, *see* 28 U.S.C. §1446(b), it is reasonable to expect that the Circuit Court for Baltimore County, Maryland, will consider whether plaintiffs are estopped from obtaining a recovery of more than \$74,000. In that connection, I note that my ruling granting plaintiffs' remand motion is based upon their good faith in representing to me that their claim does not exceed \$75,000.

Despite the informal nature of this letter, it should be flagged as an opinion and docketed as an order.

Very truly yours,

/s/

J. Frederick Motz  
United States District Judge